

U.S. Tsubaki, Inc., Roller Chain and Automotive Divisions, Petitioner and U.S. Steelworkers of America, and its Local 7912, AFL-CIO, CLC.
Case 1-UC-710

June 13, 2000

DECISION AND ORDER

**BY CHAIRMAN TRUESDALE AND MEMBERS
HURTGEN AND BRAME**

On May 23, 1997, the Regional Director for Region 1 issued a Decision and Order dismissing the petition for unit clarification. Thereafter, the Employer filed a timely request for review of the Regional Director's Decision and Order, which the Union opposed. On October 27, 1997, the Board granted the request for review. Both the Employer and the Union filed briefs on review. The Employer, a manufacturer of roller chains, engineering chains, sprockets, power transmission units, and automotive timing chains, seeks to clarify the historical bargaining unit of production and maintenance employees at its plant in Holyoke, Massachusetts.¹ Specifically, the Employer-Petitioner asks the Board to clarify the present unit by limiting it to employees employed by its Roller Chain Division at its Holyoke facility and by finding appropriate a separate unit consisting of employees employed by its Automotive Division at its Chicopee, Massachusetts location. That Chicopee unit would be defined as:

All full and regular part-time production and maintenance employees, group leaders, and watchmen employed at the Employer's 106 Longsack Drive, Chicopee, Massachusetts location, but excluding office clerical employees, technical and professional employees, guards and supervisors as defined in the Act.

The Union asserts that the collective-bargaining unit should remain a single two-division unit, with the unit description covering both the Roller Chain Division at the Chicopee facility and the Automotive Division at the Holyoke facility.

The facts are set forth fully in the attached decision of the Regional Director. Briefly, the facts demonstrate that two independent divisions of the Employer, the Roller Chain and the Automotive Divisions have been housed at the Employer's Holyoke, Massachusetts facility. The employees of both divisions were included in the same bargaining unit covered by the same collective-bargaining agreement. One of those divisions, the Automotive Division, has now moved to a new location

approximately 5 miles away in Chicopee, Massachusetts.²

In support of its petition, the Employer argues that, under *Gitano Distribution Center*, 308 NLRB 1172 (1992), the relocation of the Automotive Division to Chicopee created a rebuttable presumption that it is a separate appropriate unit and the Union has not rebutted this presumption by demonstrating a community of interest between the employees at the two locations. The Union argues that the Board's *Gitano* analysis is limited to relocations causing the merger of represented and unrepresented employees at a new facility, and that, in the instant case, the Union represents both sets of employees. The Union also argues that, if the *Gitano* analysis is applicable, there is sufficient evidence of a community of interest between the Roller Chain and Automotive Division employees to rebut the single-facility presumption.

The Regional Director declined to apply *Gitano*, finding instead, that the Board will clarify a historical unit only if recent, substantial changes have so negated the employees' community of interest as to render the existing single unit inappropriate. *Lennox Industries*, 308 NLRB 1237 (1992); *Rock-Tenn Co.*, 274 NLRB 772 (1985). Noting that, in *Armco Steel Co.*, 312 NLRB 257 (1993), the Board applied *Gitano* in unit clarifications, the Regional Director found the analysis inappropriate here because both *Gitano* and *Armco* involved the merger of represented employees with unrepresented employees, while in the instant case, no unrepresented employees were involved in the relocation to Chicopee. In view of the long history of collective bargaining in the existing unit, the Regional Director applied *Rock-Tenn Co.*, supra, and concluded that the Employer failed to demonstrate the recent and substantial changes necessary to support a unit clarification petition. She concluded that the factors of commonality that existed before the relocation, although they may be few, continue to exist after the move.

For the following reasons, we find that the Regional Director erred in failing to apply the *Gitano* test. We further find that, under that test, the collective-bargaining unit should be clarified into two separate units of employees at the Holyoke and Chicopee facilities, respectively.

In *Gitano*, the Board stated that, when an employer transfers a portion of its employees at one location to a new location, the new facility is presumptively a separate unit.³ If the presumption is not rebutted, the Board applies

¹ The historical collective-bargaining unit currently has the following unit description:

All full-time and regular part-time production and maintenance employees, group leaders, and watchmen employed at the Employer's 821 Main Street, Holyoke, Massachusetts location, but excluding office clerical employees, technical and professional employees, guards and supervisors as defined in the Act.

² Approximately 150 bargaining unit employees work in the Roller Chain division, while approximately 79 work in the Automotive Division.

³ 308 NLRB at 1175. The *Gitano* analysis begins with the Board's long-held rebuttable presumption that the new facility is a separate appropriate unit. Prior to *Gitano*, the Board required that, in order to

a simple fact-based majority test to determine whether the [employer] is obligated to recognize and bargain with the union as the representative of the unit at the new facility. If a majority of the employees in the unit at the new facility are transferees from the original bargaining unit, we will presume that those employees continue to support the union and find that the employer is obligated to recognize and bargain with the union as the exclusive collective-bargaining representative of the employees in the new unit. Absent this majority showing, no such presumption arises and no bargaining obligation exists.

Thus, *Gitano* sets forth the rule to be applied in situations, like the instant case, where an employer has transferred some portion of unit employees to a new facility. In contrast, *Rock-Tenn* and *Lennox*, relied on by the Regional Director, each involved an attempt to clarify an existing single combined unit of employees at more than one facility following a reorganization. No unit employees were relocated to another facility. In those circumstances the Board considered whether recent changes in organizational structure and operations were of such a significant nature so as to override the parties' long history of bargaining in a single combined unit.

We find no merit to the Union's contention that *Gitano* is limited to situations involving a merger of represented with unrepresented employees. In *Armco Steel Co.*, supra at 259-260 (1993), the Board rejected the contention that *Gitano* limited unit clarification proceedings to a determination of the inclusion or exclusion of relocated employees vis-à-vis the unit from which they came and applied the *Gitano* analysis to determine the appropriateness of a separate unit of the relocated employees. The Board found that:

[*Gitano*] also requires an analysis of whether the relocated employees, together with any new employees, would constitute an appropriate unit. Such unit scope issues are as readily resolvable in UC [unit clarification] proceedings as they are in any other type of representation proceeding. And, resolution of all the *Gitano* matters in a UC proceeding would frequently be preferable to their resolution in an unfair labor practice proceeding. Id. at 259.

Thus, in *Armco*, the Board relied heavily on the expediency and efficiency of utilizing unit clarification proceedings in resolving unit scope and majority status issues. These concerns are paramount even in the absence of unrepresented

employees. Moreover, in *Mercy Health Services*, 311 NLRB 367 (1993), the Board applied a *Gitano* analysis where two registered nurses were transferred to an off-site location from the main hospital in order to create a new dialysis treatment unit. There were no unrepresented employees at this new facility. Accordingly, we find that the *Gitano* analysis is appropriate to determine whether the Automotive Division at the Employer's Chicopee facility is a separate, appropriate unit.⁴

Under *Gitano* we start with the rebuttable presumption that the new facility is a separate appropriate unit. In determining whether the presumption has been rebutted, the Board looks at such factors as central control over daily operations and labor relations, including the extent of local autonomy; similarity of employee skills, functions and working conditions; degree of employee interchange; distance between locations and bargaining history, if any. *Esco Corp.*, 298 NLRB 837 (1990).

As noted by the Regional Director, the two divisions have operated independently since the Automotive Division made the 5-mile move to Chicopee. They have separate managerial hierarchies, separate training and quality control procedures, and separate overtime and vacation seniority. The two divisions' managers and supervisors have no role in each other's discipline or hiring. Each division handles union grievances separately, with guidance from the corporation's central human resources department.

There is limited interchange between the two divisions. Five to six employees have transferred from the Roller Chain Division to the Automotive Division since the move. Temporary reassignments, however, are infrequent.

There is a history of common collective bargaining since the creation of the Automotive Division in 1989. The two divisions were part of the same bargaining unit and had been covered by the same collective-bargaining agreement. Due to being subject to the same collective-bargaining agreement, employees of both divisions have almost identical terms and conditions of employment, except that the contract provides piece rate incentive bonuses for Roller Chain employees. The collective-bargaining agreement also provides that employees in either division can bid on job openings in the other. However, even prior to the relocation, the two divisions were individually represented in negotiations with the Union.

justify removing a group employed at an extension or spinoff of the employer's operations, the petitioner would have the burden of demonstrating that the group was sufficiently dissimilar from the remainder of the unit. *Coca-Cola Bottling Co. of Buffalo*, 299 NLRB 989, 990 (1990), enf. 936 F.2d 122 (2d Cir. 1991), supplemental decision 313 NLRB 1061 (1994), enf. denied 55 F.3d 74 (2d Cir. 1995), supplemental decision 325 NLRB 312 (1998), enf. in part 191 F.3d 316 (2d Cir. 1999).

⁴ The Union requested that this case be remanded for further determination by the Regional Director if the Board further determines that a *Gitano* analysis should have been applied. The Union's request is denied as the record, exceptions, and briefs adequately present the facts, issues, and positions of the parties with respect to application of *Gitano* to the facts here.

Under the circumstances here, we find that the presumption of a separate, appropriate unit at the Chicopee facility has not been rebutted. Rather we find that the two divisions have operated independently such that separate units at the Chicopee and Holyoke facilities are appropriate.⁵ We, therefore, reverse the Regional Director's decision and find that the unit should be clarified and that two separate collective-bargaining units located at Chicopee and Holyoke are appropriate. Since all of the unit employees at Chicopee are transferees from the original bargaining unit, we find that the Union continues to represent the employees in both the Holyoke and the Chicopee bargaining units.

ORDER

The National Labor Relations Board clarifies the collective-bargaining unit represented by the U.S. Steelworkers of America, and its Local 7912, AFL-CIO, CLC, to provide that the following units of employees constitute separate appropriate collective-bargaining units:

All full and regular part-time production and Maintenance employees, group leaders, and watchmen employed at the Employer's 106 Longsack Drive, Chicopee, Massachusetts location, but excluding office clerical employees, technical and professional employees, guards and supervisors as defined in the Act.

All full-time and regular part-time production and maintenance employees, group leaders, and watchmen employed at the Employer's 821 Main Street, Holyoke, Massachusetts location, but excluding office clerical employees, technical and professional employees, guards and supervisors as defined in the Act.

APPENDIX

REGIONAL DIRECTOR'S DECISION AND ORDER

Upon a petition duly filed under Section 9(b) of the National Labor Relations Act, as amended, a hearing was held before a hearing officer of the National Labor Relations Board (the Board).

In accordance with the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the Regional Director.

Upon the entire record in this proceeding, I find

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The Employer-Petitioner is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction in this matter.
3. The Employer-Petitioner is an Illinois corporation with facilities located throughout the United States. The instant petition involves its manufacturing facilities in Holyoke and Chicopee, Massachusetts, which produce and distribute roller

chains, engineering chains, sprockets, power transmission unit controls, and automotive timing chain systems.

The Union has represented employees employed at the Employer-Petitioner's Holyoke plant since 1979, when it was certified as the exclusive collective-bargaining representative for the following appropriate unit:

All full-time and regular part-time production and maintenance employees, group leaders, and watchmen employed at the Employer's 821 Main Street, Holyoke, Massachusetts location, but excluding office clerical employees, technical and professional employees, guards and supervisors as defined in the Act.

At the time of certification, the plant was operated by Acme Chain Corporation (Acme), whose assets the Employer-Petitioner purchased in 1989. The business operated by Acme eventually became known as the Employer-Petitioner's Roller Chain Division. In about 1990, the Employer-Petitioner began operating its Automotive Division as a startup business at the same location. The Employer-Petitioner and the Union have negotiated three collective-bargaining agreements, each of which covers a single bargaining unit of Roller Chain and Automotive employees.

In about November 1996, because of increased volume of automotive business, the Employer-Petitioner's Automotive Division was moved to a facility about 5 miles away, in Chicopee, Massachusetts. As a result of that move, the Employer-Petitioner has petitioned for a severance of the bargaining unit which has historically included employees of both divisions. The Employer-Petitioner seeks to leave the current unit description intact, and to create a second bargaining unit consisting of all full-time and regular part-time production and maintenance employees, group leaders, and watchmen employed at the Employer-Petitioner's 106 Longsack Drive, Chicopee, Massachusetts location, excluding office clerical employees, technical and profession employees, guards, supervisors as defined in the Act, and all other employees. The Union seeks to leave the composition of the bargaining unit unchanged by clarifying it to include all full-time and regular part-time production and maintenance employees, group leaders and watchmen employed in the Employer-Petitioner's Roller Chain and Automotive Divisions, located in Holyoke and Chicopee, Massachusetts.

The Employer-Petitioner employs about 1025 employees in its various divisions nationwide. Of those, about 336 work in the Holyoke and Chicopee facilities. The Employer-Petitioner's manufacturing operations are divided into industrial products and automotive products. Its Roller Chain Division is one of four divisions within the industrial products group, while its Automotive Division is the sole division within the automotive group. Approximately 150 bargaining unit employees work in the Roller Chain Division, while about 79 work in Automotive. A general affairs group functions at the corporate level, providing administrative support services such as human resources management and legal advice.

The Automotive Division is run by Vice President Miya Miyazaki, who reports directly to the president of the corporation. Reporting to Miyazaki is Automotive General Manager Mark Miller. Neither Miyazaki nor Miller has responsibilities in the Roller Chain Division. The industrial products group, which includes the Roller Chain Division, is headed by Senior Vice President for Manufacturing Tad Ichikawa, who reports to the

⁵ In view of our conclusion, we do not pass on the Employer's argument that a single unit is inappropriate because the Automotive Division had become a separate employer apart from the Roller Chain Division.

president and oversees the division general managers. Craig Miller, the vice president and general manager of the Roller Chain Division, has no responsibility for the Automotive Division. Each division also has its own manufacturing managers, a human resources manager, and other managers who report to the division vice president.

Michael Lerner is the Employer-Petitioner's senior vice president of administration and finance, treasurer, and general counsel. He reports to Ken Takakura, the Employer-Petitioner's president. Reporting to Lerner are the Employer-Petitioner's finance and accounting functions, as well as general administrative functions and human resources.

The overall structure of the Employer-Petitioner's divisions has not changed significantly since 1991, when the Automotive Division was in its infancy. Because the Automotive Division was small, however, some employees and supervisors of the Roller Chain Division also had duties in the Automotive Division. For example, some engineering, maintenance, and materials management personnel had dual functions in the two divisions. Similarly, Manufacturing Manager David Monroe testified that prior to his move to the Automotive Division in 1993, he oversaw the quality assurance function for both divisions. Currently, no manager or supervisor has responsibilities in both divisions.

In late 1994, the Employer-Petitioner formed a study group to evaluate space needs of its Automotive Division, which at that time occupied building B of the Holyoke plant, an attached but free-standing addition to the original buildings of the Holyoke plant. The study group was necessitated by new automotive contracts and by the prospect of additional contracts, which made it clear that the space available in the Holyoke facility was not sufficient to handle the future business of the Automotive Division.¹ In order to handle the increased volume, the Employer-Petitioner considered expanding the existing facility, moving to a new facility outside the New England region, or relocating within New England. Because of construction costs and production considerations, the Employer-Petitioner decided to relocate within the region.

In early 1996, the Employer-Petitioner met with union representatives to bargain over the effects of the decision to relocate the Automotive Division. In meetings throughout 1996, the Employer-Petitioner unsuccessfully sought the Union's agreement to establish a new bargaining unit consisting only of Automotive Division employees. One of the chief concerns in those negotiations was the bidding and bumping rights between divisions.² Because those discussions did not result in an agreement, the Employer-Petitioner filed this petition.

In about July 1996, the Employer-Petitioner began moving its Automotive Division to Chicopee. By November 1996, the move was complete. All the automotive machinery used in building B was relocated to Chicopee. In addition, all the Automotive Division employees were relocated, and they now report to the Chicopee facility. Although the Employer-Petitioner has hired some additional automotive employees since then, it did not add employees at the time of the relocation. It is undisputed that the majority of the employees cur-

rently working in Chicopee relocated from the Automotive Division at the Holyoke facility.

The Employer-Petitioner's Roller Chain Division manufactures chain for a variety of industrial uses. Most of the product is stock product which the Employer-Petitioner sells to distributors who then sell it to end-users. The Roller Chain Division manufactures up to 5000 different versions of chain in about 18 different sizes and sells it to about 1700 customers throughout the U.S. and South America. The Automotive Division, on the other hand, manufactures automotive timing chains in only two different sizes. It has only three customers,³ all automotive manufacturers, and each product is made to the specifications of the customer. Virtually all the timing chains produced by the Automotive Division are made to order according to the customer's production schedules, rather than for stock.

The two divisions' sales forces and distribution methods are illustrative of the differences between the divisions' manufacturing processes and concerns. The Automotive Division maintains an office in Detroit, where its customers are located. Based in the Employer-Petitioner's office there are the automotive sales manager, as well as engineering staff to support the sales function and service the needs of the specific customer. The sales and marketing managers in the Automotive Division have no responsibility for selling or marketing Roller Chain products. The Roller Chain Division does not have its own sales and marketing group. Instead, the sales and marketing functions for all of the Employer-Petitioner's industrial groups are performed by a single sales and marketing group led by Senior Vice President Bob Callahan. In the Automotive Division, most sales are made by customer pickup, since the Employer-Petitioner manufactures only enough chain every day to supply the customers' manufacturing needs for a single day. In the Roller Chain Division, common carriers move most of the product out of the Holyoke plant.

Until about November 1996, the Automotive Division purchased accounting services from the Roller Chain Division. Currently, however, each division has its own accounting function and prepares its own budget, financial reports, payroll, and accounts payable. The Employer-Petitioner's billing function is performed centrally, not only for the Automotive and Roller Chain Divisions, but for the Employer-Petitioner's other divisions, as well.

Currently, there is only one service which the Automotive Division continues to purchase from the Roller Chain Division. Because Automotive does not have its own tool room, it purchases some tool sharpening and repair services from Roller Chain. According to Automotive Division Manufacturing Manager David Monroe, about 7 or 8 percent of the tool repair requirements of the Automotive Division are provided by the Roller Chain Division, which is compensated for the service. The rest is outsourced to other vendors. Neither division provides any other products or services to the other.⁴

While the Employer-Petitioner has a centralized labor relations structure, its day-to-day human resources functions are performed locally. Although the Roller Chain Division formerly provided human resources management to the Auto-

¹ Since 1991, the Automotive Division has grown from about 8 unit employees to the 79 which it currently employs.

² Under the current and predecessor collective-bargaining agreements, employees in each division can bid on vacancies in the other divisions.

³ Two of those customers, General Motors and Nissan, account for 98 percent of the Automotive Division's business.

⁴ Monroe also testified that the Automotive Division recently shared Roller Chain's sorting machine because of a problem with its own machine, and that Automotive recently performed some specialized metal finishing for Roller Chain.

tive Division,⁵ each division now has its own human resources manager, who reports not to the corporate human resources director, but to the general manager of that division. Each has responsibility for filling job vacancies, hiring employees, and adjusting grievances, but only in the division in which he works.

The human resources managers receive support and advice from the general affairs group, which includes Michael Lerner, the senior vice president of administration and finance, treasurer, and general counsel. Lerner has been involved in the negotiation of all three contracts between the Employer-Petitioner and the Union, but he testified that he acts in an advisory capacity, not as the final decisionmaker. Lerner did not identify which Employer-Petitioner official has the final authority in contract negotiations, at which each division is also represented. During the most recent negotiation, however, he was consulted by telephone before the Employer-Petitioner representatives would agree to the final proposal. Roller Chain Vice President and General Manager Craig Miller testified that, although he has the authority to effectuate labor relations policies for his division, he usually consults with Lerner or some other individual in the corporate office before doing so.⁶

In their early stages, grievances are handled in the division in which they arise, with no input from the other division, and little input from the corporate office. Lerner testified that his involvement in the grievance procedure is limited to the third step, the step before arbitration, where his role as general counsel necessitates his involvement. He does not draft the Employer-Petitioner's third-step response, but stated that he expects to review the draft of the third-step response in order to provide effective legal advice in preparation for arbitration.

With few exceptions, all bargaining unit employees have identical terms and conditions of employment, regardless of which division they work in. Because they are subject to the same collective-bargaining agreement, their wage scales and benefits are the same. Under that contract, Roller Chain Division employees have an incentive program involving piece work bonuses, which Automotive employees do not share. First-shift employees have different starting times at the two plants, but that was true before the move to Chicopee, as well. The two divisions have, on occasion, observed holidays differently with the Union's agreement.

Since the move to Chicopee, there have been a handful of permanent transfers, but no temporary ones. The parties' collective-bargaining agreement permits employees in either division to bid on job openings in the other division.⁷ As a result of this provision, about five or six employees have permanently transferred from the Roller Chain Division to the Automotive Division since November 1996.⁸ Even though the parties' col-

lective-bargaining agreement permits the Employer-Petitioner to transfer employees at its discretion, no employee has been temporarily reassigned to the other division since the Automotive Division moved to Chicopee.⁹ Even before the move to Chicopee, however, temporary reassignments between divisions were, at most, sporadic.¹⁰ According to Miller and Union witness Donald Laverdiere, the two divisions operated as essentially independent operations even before the relocation of the Automotive Division.

Employees in the two divisions have little contact with one another. Monroe testified that employees are not moved from one division to the other when there are staff shortages, except in the one instance described above. Additionally, in about October or November 1996, the Employer-Petitioner conducted a joint safety training program at the Chicopee facility for about 6–10 employees. There was no testimony as to whether bargaining unit employees from the two divisions interact in the process of the tool repairs performed at Holyoke for the Automotive Division.

Discussion

Unit clarification is appropriate for resolving, inter alia, ambiguities concerning the unit placement of employees in historical bargaining units following a reorganization of an employer's operations.¹¹ In "compelling circumstances," the Board will clarify an historical unit into two units where the historical unit is no longer appropriate because of recent significant changes.¹² Where the changes are not recent or significant, the Board will not disturb the parties' collective-bargaining history.

I find that clarification is not warranted in this case because, while the Automotive and Roller Chain operations are essentially independent, this is not a result of any recent, significant changes in operation. Rather, the two divisions operated independently even before the Automotive Division moved to Chicopee, and any further severing of the operations since then is not substantial.

In their briefs, the parties urge me to analyze this case under *Gitano Distribution Center*, 308 NLRB 1172 (1992), an unfair labor practice case concerning the bargaining obligation of an employer following a relocation of employees.¹³ While the Board has held that the *Gitano* analysis may be applied to a unit

the Automotive Division started in the Roller Chain Division. Employee Donald Laverdiere, who has worked in both divisions, testified that working in Roller Chain generally qualifies employees to work in Automotive, and that there is little additional training for employees who transfer to Automotive.

⁹ Monroe testified that, in November 1996, during a production shutdown in the Roller Chain Division, the Employer-Petitioner posted temporary openings in the Automotive Division in order to fill vacation slots during Thanksgiving week. Four Roller Chain employees bid on those slots and worked 3 days in Automotive.

¹⁰ Roller Chain General Manager Craig Miller testified that, before the move to Chicopee, shipping employees may have been reassigned between divisions on an infrequent basis, but he could not recall any specific instances of such transfers.

¹¹ *Armco Steel Co.*, 312 NLRB 257 (1993).

¹² *Rock-Tenn Co.*, 274 NLRB 772, 773 (1985).

¹³ The Employer-Petitioner argues that *Gitano* creates a presumption that the new facility is a separate unit, and that the Union has not rebutted that presumption. The Union agrees that, under *Gitano*, such a presumption is created, but contends that it has successfully rebutted the presumption.

⁵ In October 1996, Dan Boyle became the first human resources manager in the Automotive Division. He was promoted from a position in the Roller Chain Division.

⁶ Not all negotiations with the Union require corporate involvement. In the summer of 1996, when the parties attempted to bargain over the Employer-Petitioner's proposal to sever the unit, negotiations were conducted between the Union and management representatives of the two divisions, with no corporate participation. At those meetings, the parties discussed such issues as bumping and bidding between divisions, but reached no agreement, necessitating this proceeding.

⁷ In accordance with the contract, there is only one seniority list for the two divisions.

⁸ Monroe testified that there also may have been one employee who has transferred from Automotive to Roller Chain. Most employees in

clarification,¹⁴ I find such an analysis inappropriate here. *Gitano* involved a relocation of represented employees to a plant where they were merged with unrepresented employees. The issue before the Board was whether the represented and unrepresented employees at the new facility together constituted a new unit. Here, there are no unrepresented employees involved in the relocation to Chicopee. Instead, the Employer-Petitioner simply transferred its entire Automotive operation, including all equipment, management, and employees, to a new facility because of space considerations. Unlike *Gitano* and *Armco*, there are no issues here of merging unrepresented employees with represented employees without their consent. Significantly, there is no dispute over whether the represented employees at the new plant constitute a majority, and so the issue the Board set out to resolve in *Gitano* is absent.

In order to overcome a long bargaining history, the Board requires a petitioner to demonstrate that changes in the bargaining unit are both recent and substantial. Here, the Employer-Petitioner has not shown either. While the relocation of the Automotive Division was recent, it was not the event which created the autonomy of the two operations. Rather, as Roller Chain Division General Manager Craig Miller admitted, the two divisions were operating independently long before the move to Chicopee. Moreover, the changes occurring in November 1996 were not substantial. Indeed, besides the geographical relocation to a site only 5 miles from the Holyoke plant, the only evidence of change was in the appointment of a human resources manager for the Automotive Division.

In *Lennox Industries*, 308 NLRB 1237 (1992), the Board found that recent, substantial changes in the employer's corporate structure justified clarifying an historical unit consisting of manufacturing employees and sales and distribution employees. There, the employer centralized its sales and distribution operations, relocated all its sales and distribution employees to corporate headquarters, and eliminated all management positions related to the sales and distribution functions. In so doing, the Board held, the employer eliminated any community of interest its manufacturing and sales and distribution employees may have shared before the reorganization.¹⁵ In particular, the Board noted that the human resources and labor relations functions, which had been common to the two groups of employees before the reorganization, were now entirely separate. *Id.* at 1239.

Similarly, in *Rock-Tenn Co.*, supra, the Board clarified an historical unit of paper mill employees and partition plant employees into two units following the sale of the operations to

separate divisions of the Rock-Tenn company. Both before and after the sale of the operations, the two divisions had entirely separate and independent manufacturing operations, with no employee interchange, no common supervision or management, and no common control of labor relations. The Board concluded that the historical bargaining unit of employees of both plants was no longer appropriate, and disregarded the 14-year bargaining history. In so finding, the Board noted that although the plants' operations were essentially independent before the sale, any "factors of commonality" that existed before the sale, such as centralized labor relations, were completely eliminated by the sale of the plants to two different corporations.¹⁶

Like the two plants in *Rock-Tenn*, the Automotive and Roller Chain Divisions operated essentially independently before the move to Chicopee, and they have continued to operate independently since. In this case, however, the factors of commonality that existed before the relocation, although they may be few, continue to exist following the move. The Employer-Petitioner, unlike the Rock-Tenn company, continues to have centralized labor relations and corporate control. The Employer-Petitioner continues to permit Roller Chain employees to bid on vacancies in the Automotive Division and has transferred about a half dozen employees in this manner since November 1996. The great majority of Automotive employees once worked in the Roller Chain Division, received their training there, and, thus, have skills similar to their Roller Chain counterparts. Even when it was not contractually required to do so, the Employer-Petitioner permitted Roller Chain employees to transfer temporarily to the Automotive Division during a plant shutdown. Thus, the community of interest shared by Roller Chain and Automotive employees before the relocation, however insubstantial, has not been significantly altered by the move. As noted above, the only real change made in connection with the relocation, other than the geographical one, was the addition of a human resources manager for the Automotive Division. Those changes are not so substantial as to negate the existing community of interest among unit employees and render the unit inappropriate.¹⁷

Accordingly, based upon all the foregoing and the record as a whole, I conclude that the changes which occurred in November 1996 are not so substantial as to warrant clarification of the longstanding bargaining unit.

¹⁶ *Rock-Tenn*, 274 NLRB at 773.

¹⁷ I note that the geographical proximity of the two facilities supports a finding that the single unit remains appropriate.

¹⁴ *Armco Steel Co.*, supra.

¹⁵ The Board stated that "the only remaining shared community of interest between [the manufacturing employees and the sales and distribution employees] are the common terms and conditions of employment set forth in the collective-bargaining agreement, and the common overall control at the highest corporate level." *Id.* at 1238.